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AGREEMENT

BETWEEN

THE GOVERNMENT OF THE GABONESE REPUBLIC

AND

**THE GOVERNMENT OF THE UNITED STATES OF
AMERICA**

**CONCERNING THE AMERICAN INTERNATIONAL
SCHOOL OF LIBREVILLE (AISL)**

The Government of the Gabonese Republic and the Government of the United States of America, hereafter named 'Parties';

Both Parties recognizing the importance of having an international English-language school in Gabon, which will be open to any student wishing to participate in an American educational program; and

Guided by the wish to regulate the legal status of the American International School of Libreville, Gabon;

HAVE AGREED to the following:

Article 1:

Establishment

An educational institution in the English language has been created in Libreville, Gabon, according to the academic system comprising of a primary education and a secondary education named: 'American International School of Libreville'

Article 2:

Vocation of the School

The School is an educational institution that encourages the cultural relationships between the Gabonese people and the people of countries that are represented at the School.

Article 3:

Curriculum

The curriculum and the function of the American International School of Libreville hereafter designated 'School' are set in the deed of foundation of the School. The School shall be comprised of an elementary school and a secondary school consisting of Pre-Kindergarten through 12th grade.

Article 4:
Legal Status

The Government of the Gabonese Republic recognizes the legal status of the school.

Subject to the stipulations of the present Agreement, the operation of the School shall be governed by the Gabonese laws.

Article 5: Structure of the School

The School shall be under the direction of a School Board, which is the executive body governing the school. The executive body shall consist of the Director of the School, who assures the daily management and administration of the School, and four board members.

Article 6:
Admission to the School

The School shall be entitled to participate in scholarship programs in order to promote admission of students of Gabonese nationality.

With the number of places available in mind, the School shall accept the applications of students whose knowledge is deemed sufficient to follow the course of instruction, provided it does not prevent the admission of students, whose mother-tongue or first language is English.

Article 7:

School personnel

The faculty and School's personnel shall be recruited by the Board locally or recruited from abroad in accordance with the statutes of the School. Salary and other benefits for personnel shall be covered by the School's budget.

The Gabonese government shall have no obligation to provide supplies or equipment to the School. For the purposes of this Agreement, the members of the staff shall comprise of the Director and Teachers as well as the administrative and operational personnel.

Article 8:

Privileges and Fiscal Exemptions

The Government of Gabon agrees to:

- A. Exempt the School from payment of all taxes and charges, provided they are in connection with the fulfillment of the School's educational objectives and the execution of its program, as well as the establishment and organization of the School.
- B. Exempt the School from all taxes and levies on real property acquired and used by the School for educational purposes.
- C. Exempt the members of the staff and their family members, who are residing in Gabon for the purpose of work related to this Agreement, from income tax and social security contribution. This exemption does not apply to persons of Gabonese nationality, or nationalities of other countries, who have permanent residence in Gabon.
- D. Allow the members of the staff and their family members to import and export without import duties, taxes and other charges. The goods imported this way cannot be alienated and are not transferable to a third person within a period of three (3) years unless the appropriate custom duties are paid to the government by the individual receiving the goods who also shall be required to pay the cost of storage and transportation.
- E. Articles exempted from customs duties, taxes and other charges shall include the following :
 - All merchandise and all equipment imported by a member of the teaching staff for the purpose of performing educational activities.
 - Objects for the personal use of members of the staff and their respective family members, in particular one vehicle for each employee, acquired abroad.
- F. Provide a residence/work permit and a multiple-entry visa for each member of the staff for the period stipulated in their work contract with the School.
- G. Permit the salaries and other benefits for the teaching staff to be paid in U.S dollars.

- H. Exempt import duties, taxes and other charges, educational and material for instruction, furniture, vehicles, computers, audio-visual material, sports equipment, and other equipment that will be used by the school.
- I. Acknowledge that the tuition paid for children of persons residing in Gabon for business reasons are classified as deductible expenses from taxes levied on commercial activities.
- J. Authorize the school to purchase land in Gabon and carry out construction provided it is related to the establishment, organization, and educational activities of the school.
- K. Pay for Gabonese students the amount of the prevailing standard state public education subsidy.

Article 9:

Certification of Fiscal Exemptions

Exemption of customs duties for the School and persons, who have the right to be exempted according to sub-sections D and H of Article 8, shall be certified by the Ministry of Foreign Affairs.

Reimbursement of Value-Added Tax (VAT or TVA, French acronym) levied at the School is shall be carried out on request, and certified by the Ministry of Foreign Affairs and submitted to the pertinent fiscal authority in writing.

Article 10:

Tuition

The School shall collect tuition and other charges determined by the School Board. The Board may exempt certain students from tuition in part or in full reasons of financial need- or other reasons.

The Board shall be entitled to create scholarships. The tuition shall be calculated in U.S. Dollars, except for Gabonese citizens and foreigners having their permanent residence in Gabon, who shall pay in Central African Francs (CFA).

Article 11:

Final Arrangements

The Agreement shall enter into force on the date of the latest written notification exchanged between the Parties informing each other of the completion of their internal legal requirements necessary for the entry into force of this Agreement. The duration of the Agreement is indefinite.

Each Party may terminate the present Agreement after two years of its entry into force with a written notification to the other Party and through diplomatic channels. Such termination shall take effect six months after the date of such notification.

Notwithstanding such termination, the School shall continue to operate and the terms of the present Agreement shall continue to apply until the end of the academic year in which the Agreement terminates. The School shall continue to enjoy tax exemption as set forth in this Agreement until final liquidation.

Done at Libreville in two original texts in French and English languages.

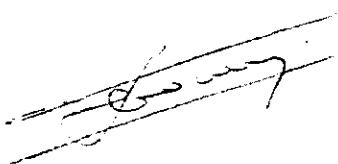
21 JUIN 2011

**FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA**



Eric BENJAMINSON

**FOR THE GOVERNMENT OF
THE GABONESE REPUBLIC**



Paul TOUNGUI